

Amendment 134 **Contract No. 229944**

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 134 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 19th day of April, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to perform the Preliminary Analysis necessary to evaluate the Agency recommendations for usability improvements to the Cardholder Website (CHW) and Business Accounts Website (BAW) and advise the Agencies on implementation strategies, costs and other impacts. This work is performed per RFI RFCS-625 *Analysis of Web Recommendations* (per the RFCS response dated December 16, 2010). Note that this RFI is on the Amendment 94 Attachment C-1 list which waives Project Management fees.
- C. The Parties agree that the Work necessary to perform the Preliminary Analysis will be compensated as follows.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the Preliminary Analysis which will include:

- (a) Review the Agency-provided documents: Appendix A ORCA BAW Recommendations and Appendix B ORCA CHW Recommendations.
- (b) Schedule one or more meetings with the Agencies to elicit a full set of agreed upon requirements related to CHW and BAW improvements.

1.2 The Contractor will provide written and/or verbal feedback to the Agencies as follows:

- (a) Identification of logical groupings of the changes.
- (b) A high level cost estimate per group.
- (c) For existing pages, mock ups of general style changes will be provided (one example per change).
- (d) For new pages, the Contractor may elect to develop a prototype page.
- (e) Identification of potential process improvements and/or technical constraints.
- (f) Identification of potential flow improvements.
- (g) Recommendations for performance improvements.

1.3 The Contractor will deliver an Analysis document and schedule one or more meetings with the Agencies to discuss the findings.

1.4 The Contractor will provide the following deliverables:

- (a) Detailed proposed solution
- (b) Detailed estimates for every group
- (c) A release schedule for each group

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION SPECIAL PROGRAMS

LUMP SUM COST

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To perform PA to evaluate the Agency recommendations for usability improvements to the CHW and BAW and advise the Agencies on implementation strategies, costs and other impacts.	\$7512
TOTAL	

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Thirty-four shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

The Agencies

By: _____
Its: _____

By: Candace Carlson
Their: Operations Manager
On behalf of the Agencies
Date: April 19, 2011

Date: _____

Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:

Elaine Aulgur
Elaine Aulgur

19-Apr-11
Date

In the presence of:

Patty Hazard
Witness Signature

19-Apr-11
Date

Witness name: Patty Hazard